

Dear user,

in this document you will find terms and conditions ("T&C") of download and use of the Games made by GAMESTURE sp. z o. o. With respect to the download (where applicable) and the use of the Game, the user solely concludes a contract with GAMESTURE sp. z o. o., with its registered office in Poznań, at Grodziska 8 street, registered in Register of Entrepreneurs under the number KRS: 0000531228, NIP: PL 7811902941.

When it comes to acquisition of fee-based additional contents (e.g. virtual currency) you will be redirected to third party's service. Should the user decide to acquire fee-based contents, the contract will be concluded by and between user and third party responsible for the payment.

Upon acceptance of these T&C, you agree that you have read and understand it and you agree to be bound by them as you are the user of the Game offered by GAMESTURE sp. z o. o.

## 1 Scope

1. The T&C governs:
  - 1) the free download of the Game application;
  - 2) the use of the Game and its contents,
2. GAMESTURE sp. z o. o. is constantly developing the Game and the Contents and for this reason, only the most recent version of the Game contents is available for download. It is recommended to always use the most recent, available version the Game. GAMESTURE sp. z o. o. is not responsible for any consequences (e.g. direct or indirect losses of any kind) resulting from using an un-updated version of the Game.
3. It is in users sole discretion to for ensuring the suitability, up-to-dateness and security of the hard- and software he/she used.
4. GAMESTURE sp. z o. o. offers download or possibility of download from the third party and use of the Game in its basic version. Certain features, or versions of the Game are only available for an additional fee.
5. It is not possible for GAMESTURE sp. z o. o. to exercise direct control over all posted entries. The operator is not in a position to ensure permanent online monitoring of the contributions of the visitors and members. Therefore, he does not assume responsibility for the contents, the accuracy and the form of individual posted entries. As an author, every user shall be personally responsible for his or her entry. The publication of illegal or offensive contributions and/or contributions that are liable to prosecution shall be expressly prohibited. Every user shall at any time be obliged to comply with the existing legal provisions arising, for example, from penal law, youth protection law, trademark law, copyright law and the law on unfair competition. The posting of commercial advertisements in the contributions in any form whatsoever, for example as text, link or by fading in banners, shall equally be prohibited. GAMESTURE sp. z o. o. reserves the right to delete entries and to withdraw the write permission from individual users for a certain period or at all. Furthermore, protection of copyrights and third-party rights pursuant to Clause 9 of these T&C shall apply.

## 2 Conclusion of the Contract

1. For each platform versions of the Game, the steps leading up to the conclusion of the contract may vary depending on the app store (e.g. iTunes, Google Play). The operation of downloading the Game from an app store and/or connecting the Game with a social media account on a platform shall additionally be governed by the conditions of use of the relevant app store and/or the relevant platform. Unless expressly stated otherwise in the app store and/or the platform, separate registration after downloading the application (app stores) and/or after connecting the Game with the [user's] own account (platforms) shall not be required.
2. A contract governed by these T&C shall rather come into effect when the application is duly downloaded from the relevant app store and/or the Game is duly connected with the user's own social media account on the platform.

## 3 User's Obligations

1. The user assures that he or she is 18 (eighteen) or more.
2. If you are under 18 (eighteen) the conclusion of the contract and use of the Game and the Contents may be performed after prior consent and under the supervision of a legal representatives.
3. The conclusion of the contract may only be performed personally, and must not be performed automatically or by third parties.
4. The user is only allowed to use the service offer with not more than one account per each Game, however he/she may use it on different devices but only on one at the time.
5. The user undertakes to use his or her account solely for personal, non-commercial use. He/she may not use his/her account for any commercial purpose. The user may not attempt through any means to circumvent technological measures employed to control access to or the rights contained in any Game or Contents content file.
6. The account shall not be transfer to any third parties, neither against payment nor by way of donation.
7. The user shall be prohibited from using the login data of another user.
8. The user undertakes to keep his or her login data and especially his or her passwords strictly confidential and to protect them against unauthorized access by third parties. What we mean by "login data" and/or "passwords" are all letter and/or character and/or number strings used to authenticate the user with the aim to exclude access by unauthorized third parties.
9. If a suspicion of abuse or a risk of abuse exists, GAMESTURE sp. z o. o. shall be permitted to block the accounts involved temporarily until the suspicion has been eliminated.
10. Manipulative interventions in the service offers are prohibited. These include, in particular, the use of software and mechanisms disturbing the service offers or procuring an unfair advantage over fellow players to the user, the creation and/or use of hacks, mods, cheats, bots, data-mining tools and automated browser plugins.

## **5 Features, Payments**

1. There is no obligation for the user to acquire virtual game currency and features against payment.
2. In addition, you may be able to purchase an automatically renewable subscription that unlocks or renews some special feature / item in the game. The systems of the respective shop platform are used for this purpose and are subject to its regulations.
3. GAMESTURE sp. z o. o. reserves the right to modify or cease to offer the nature, volume and contents of the features, and/or the right to offer them in the free basic version.
4. Against payment of a fee, the user has the possibility of receiving special items and virtual game currency from GAMESTURE sp. z o. o.
5. Except as expressly stated otherwise, the prices are to be understood as final prices including taxes and any costs incurred for credit entries and/or provision (subject to country-specific modifications or deviations; these are explicitly announced on the relevant game and/or application websites and in the app).
6. Appropriate app store or platform shall be entitled to request payment for the acquisition of the virtual game currency in advance. The payments for the acquisition of the virtual game currency shall be due according to binding app store or platform regulations, through which the purchase was made.
7. At the request appropriate app store or platform, GAMESTURE sp. z o. o. shall be entitled to block the account concerned of the user temporarily as long as the user is in default vis-à-vis such app store or platform in respect of the payments for acquired items or virtual game currency. The user's obligation to pay the agreed fee remains unaffected.
8. Playing options acquired within the game by means of virtual game currency (e.g. objects, waiting time reductions, energy and other functions acquired thereby) and the virtual currency or the special items cannot be returned; in this respect, there is no obligation to reimburse the fee paid for the virtual game currency unless expressly otherwise agreed.
9. GAMESTURE sp. z o. o. shall not be obliged to reimburse the virtual game currency if the user terminates the user contract. This provision is without prejudice to the rules on the statutory right of revocation and its omission.

## **6 No Right of Revocation**

Since the use of the Contents, the services, web presences, applications, features or contents and related further services of the Game as such is free of charge for the user, a right of revocation shall not exist. The termination of the agreement shall be governed by Clauses 10 of these T&C.

## 7 Rules of the Game

1. Any use and abuse of the Game and The Content for commercial purposes (such as, e.g., advertising, political or religious expression of opinion) shall be prohibited.
2. The user recognizes with respect to all communication possibilities contained in the different service offers of GAMESTURE sp. z o. o. that GAMESTURE sp. z o. o. does not tolerate any news, postings or other contents which include the following:
  - dirty words, vulgar or obscene expressions or sexual contents, no matter whether express or implied;
  - religious, political or socio-political statements;
  - offensive, defamatory, threatening or otherwise annoying or harassing insinuations, comments and/or images;
  - names for game characters or user accounts that are deemed to be improper according to these T&C; in this case, GAMESTURE sp. z o. o. shall be entitled to delete such improper names or to proceed to renaming as a milder measure, in addition to the measures mentioned under Clause 8 Paragraph 2;
  - third-party material protected by copyright or trademark law without their express written approval;
  - prompting of passwords and of personal information of other users (e.g. last name, address, telephone number, birth date etc.);
  - links to commercial Internet pages of third parties;
  - advertisements including raffles, competitions or other sweepstakes;
  - cheat or hack programs or information or links to such programs or to Internet pages affirming that they have programs which misuse user passwords; or
  - other information which, at GAMESTURE sp. z o. o. own discretion, is deemed to be age-inappropriate or unsuitable for this Internet page.
3. Users who post contents shall be themselves responsible for ensuring that these contents do not violate any rights, in particular copyrights of third parties. Hence, the users shall be themselves and directly responsible for all claims against third parties. Should GAMESTURE sp. z o. o. be held liable for such contents posted by a user, the user shall hold GAMESTURE sp. z o. o. harmless against any of the costs incurred by the posting of such contents to the extent that the user is to be held responsible for the violation.
4. It is prohibited to disturb the dialogue among different users knowingly; e.g. by interrupting a conversation among other members repeatedly, by annoying them or by creating enemy images or hostilities. Messages that users send to each other in the game are not private but public. Therefore, users are requested not to exchange personal information such as e-mail address, address, last name, telephone number, photographs, instant-message name or the like. GAMESTURE sp. z o. o. urgently recommends not to disclose such personal data for reasons of self-protection. Should there be a suspicion that certain users try to obtain the

above mentioned personal information from other users, GAMESTURE sp. z o. o. should be informed under the e-mail address [contact@gamesture.com](mailto:contact@gamesture.com).

5. GAMESTURE sp. z o. o. points out that full monitoring of the contents posted by the users cannot be ensured. However, spot checks are performed and the users additionally have the possibility of reporting violations by others. Private messages shall only be checked if a participant in the communication reports them as a violation. GAMESTURE sp. z o. o. will then carry out a check as quickly as possible and edit or delete the contents, if necessary.
6. The user shall be prohibited from any action causing excessive data volumes (traffic) or affecting the course of the game. In particular, it shall be prohibited to use automated or semi-automated scripts that perform database queries or put game mechanisms into operation. Likewise, any manipulations of the data stored on the server shall be prohibited.
7. Reverse-engineering is forbidden.

## **8 Right to control**

1. GAMESTURE sp. z o. o. is sole owner and/or licensor of the Game and the Contents and is fully entitled to verify whether the conduct of the users of the Game and the Contents complies with the T&C and to take suitable measures in case of infringement. GAMESTURE sp. z o. o. reserves the right to make unrestricted use of this right in case of need.
2. If a user violates any rules defined by these T&C, GAMESTURE sp. z o. o. shall be entitled to block or to delete the relevant contents, users and/or game characters, and/or to exclude the user from the continued use of the service offers by GAMESTURE sp. z o. o. temporarily or permanently, and/or to delete his or her user account in order to protect the other users. In this case, the user shall not be entitled to be reimbursed for a payment he or she has already made.
3. The user shall not be entitled to receive compensation of any nature. Prior to initiating the above mentioned measures, GAMESTURE sp. z o. o. may, at its sole discretion, inform or not inform the user to clarify or remedy the infringement.

## **9 Copyrights and Industrial Property Rights; Granting of Rights**

1. All copyrights, rights of use and other intellectual property rights relating to the Game and the Contents rest with GAMESTURE sp. z o. o. or are protected in favor of third parties. The user shall be allowed to use the contents made available to him or her only within the scope of the service offers. With respect to applications, the user merely receives a simple, non-transferable right which must neither be transferred nor sub-licensed and is limited in terms of time to the duration of this contract, to install and use the applications on his or her own devices enabled for the installation of applications from the relevant app store. The user shall delete the applications prior to any alienation of such devices as well as at the end of the contract.
2. Without the express prior approval of GAMESTURE sp. z o. o., which is to be obtained in writing, no user shall be permitted to use, copy, save, process, decompile, reverse engineer (prohibition of reverse engineering) and/or distribute any contents of the game, such as e.g. texts, images, graphics, characters, logos, pieces of music, sounds, sound sequences, videos, programs, software codes and other information outside the use of service offers of GAMESTURE sp. z o. o.. The user shall be permitted to place a link on the Internet pages

operated by GAMESTURE sp. z o. o. to the extent that it exclusively serves as a cross-reference. However, GAMESTURE sp. z o. o. reserves the right to revoke this permission. At any rate, it shall not be permitted to incorporate or represent the Internet pages and/or service and its contents, which are operated by GAMESTURE sp. z o. o., in a partial window (frame) by means of a hyperlink. Consequently, the placing of inline or frame links shall have to be considered as illegal use.

3. The same applies to name rights and other labeling rights. Any use outside the service offers, especially in commercial transactions, shall be prohibited without explicit written approval. This particularly applies to any merchandising articles.
4. GAMESTURE sp. z o. o. expressly points out the following: If a user offers his account or parts of it on the Internet for sale against payment, this represents an infringing act under copyright law and, if applicable, under labeling law to be prosecuted at the user's expense, besides being a violation of the essential obligations under these T&C.

## **10 Duration of the Contract and Termination**

1. The user contract is concluded (in accordance with the conclusion of contract mechanisms described in Clause 2) between GAMESTURE sp. z o. o. and the user for an undefined period of time.
2. The user can terminate the contract at any time without notice and without giving reasons by: [contact@gamesture.com](mailto:contact@gamesture.com), with a request. GAMESTURE sp. z o. o. will send you an e-mail requesting specific data.
3. As a result of the termination:
  - 1) all information from GAMESTURE sp. z o. o. databases, and
  - 2) all information from the user's account e.g. items, character, credits etc.;which is relevant to data protection legislation, shall be deleted. This is the user's e-mail address, among other things.
4. After fulfilling the requirements of paragraph 2, GAMESTURE sp. z o. o. shall send an appropriate request to third parties, requesting user's data removal.
5. After successful termination recovery of data is not possible. This includes items, character, credits etc. assigned to the user's account.
6. GAMESTURE sp. z o. o. can terminate the contractual relation at any time without notice and without giving reasons, unless separate regulations provide otherwise.

## **11 Limitation of Liability**

1. GAMESTURE sp. z o. o. shall in no event be liable for any damage, direct or indirect, special, incidental or consequential damages arising out of the use or inability to use the software. This includes but is not limited to lost profits, hardware or software damage, stoppage or malfunction and work stoppage. This in particular means that liability of GAMESTURE sp. z o. o. based on the contract, tort or other legal theory, is excluded to the greatest extent permitted by law., however local legislations may grant you certain consumer rights that

cannot be excluded by the provisions of this T&C. In the event of discrepancy between this T&C and statutory consumer rights, such rights shall prevail.

2. The Game and the Contents are provided on an "AS IS" and "AS AVAILABLE" basis. the Game is provided without warranties of any kind, whether express or implied, including, but not limited to, implied warranties of merchantability, fitness for a particular purpose, non-infringement or course of performance.
3. GAMESTURE sp. z o. o., its subsidiaries, affiliates, and its licensors do not warrant that a) the Game will function uninterrupted, secure or available at any particular time or location; b) any errors or defects will be corrected; c) the Game and the Contents are free of viruses or other harmful components; or d) the results of using the Game and the Content will meet user's requirements.

## **12 Data Protection, type, extent and purpose of collection, processing and use of personal data**

1. GAMESTURE sp. z o. o. complies with the data protection regulations at any time.
2. Administrator and processor of users personal data that users gave to GAMESTURE sp. z o. o. is GAMESTURE sp. z o. o., Grodziska 8, 60-363 Poznań, Poland, [privacy@gamesture.com](mailto:privacy@gamesture.com)

## **13 Final Provisions**

1. Regulations or General Terms and Conditions rules governing provisions different from T&C must be approved in writing by the GAMESTURE sp. z o. o..
2. We are entitled to change or update this privacy policy whenever we find it necessary. In case of changes, we will make this T&C available in the internet. Any changes to this T&C will become binding within 30 days from publishing it. If you do not agree with the changes, we will ask you to cease to use our apps and services.
3. If GAMESTURE sp. z o. o. fail to enforce any right or provision of these T&C, will not be considered a waiver of those rights. If any provision of these T&C is held to be invalid or unenforceable by a court, the remaining provisions will remain in effect.
4. These Terms shall be governed and construed in accordance with the laws of Poland, without regard to its conflict of law provisions.